

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCO Brands Corporation		05/05/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc., as Administrative Agent		
Street Address:	233 S. Wacker Drive		
Internal Address:	86th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3604279	SMARTFIT	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	028325 005		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$40.00 3604279

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TRADEMARK
REEL: 004000 FRAME: 0192

Date:

06/08/2009

Total Attachments: 6

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of May 1, 2009, by ACCO Brands Corporation ("**Pledgor**") in favor of CITICORP NORTH AMERICA, INC., in its capacity as Administrative Agent pursuant to the Credit Agreement dated August 17, 2005 (the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Pledgor is party to the Domestic Security Agreement dated as of August 17, 2005 (the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, the Pledgor has acquired the additional Trademark set forth on Schedule I attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademark of Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark made and granted hereby are more fully set forth in and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. **Termination**. This Supplemental Trademark Security Agreement is subject to the provisions of Section 11.4 of the Security Agreement.


SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACCO BRANDS CORPORATION
as Pledgor

By: 
Name: Steve Rubin
Title: Senior VP, Secretary
+ General Counsel

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 

Name:

Title:

[Faint, illegible text, possibly a stamp or additional signature]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ACCO BRANDS CORP.	3604279	SMARTFIT

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
N/A	N/A	N/A